

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

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In Re:) Case No. 19-30088
) Chapter 11
PG&E CORPORATION AND PACIFIC)
GAS AND ELECTRIC COMPANY) San Francisco, California
) Wednesday, September 29, 2021
Debtors.) 10:00 AM
)

REORGANIZED DEBTORS' SEVENTY-
NINTH OMNIBUS OBJECTION TO
CLAIMS (BOOKS AND RECORDS
CLAIMS) FILED BY PG&E
CORPORATION [10673]

REORGANIZED DEBTORS' ONE
HUNDRED FIRST OMNIBUS
OBJECTION TO CLAIMS
(DUPLICATIVE AND INCORRECT
DEBTOR CLAIMS) FILED BY PG&E
CORPORATION [11117]

REORGANIZED DEBTORS' ONE
HUNDRED SECOND OMNIBUS
OBJECTION TO CLAIMS (NO LEGAL
LIABILITY CLAIMS) FILED BY
PG&E CORPORATION [11120]

REORGANIZED DEBTORS' ONE
HUNDRED THIRD OMNIBUS
OBJECTION TO CLAIMS (ADR NO
LIABILITY CLAIMS) FILED BY
PG&E CORPORATION [11123]

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE DENNIS MONTALI
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES (All present by video or telephone):
For the Reorganized THOMAS B. RUPP, ESQ.
Debtors: Keller Benvenutti Kim LLP
650 California Street
Suite 1900
San Francisco, CA 94108
(415) 636-9015

1 Also Present: Robert Finley
Individual Claimant
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Lorraine Gonsalves
3 Individual Claimant
4 William Weidman
Individual Claimant
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18 Court Recorder: LORENA PARADA/ANKEY THOMAS
United States Bankruptcy Court
19 450 Golden Gate Avenue
San Francisco, CA 94102
20

21 Transcriber: MICHAEL DRAKE
eScribers, LLC
22 7227 N. 16th Street
Suite #207
23 Phoenix, AZ 85020
(973) 406-2250
24

25 Proceedings recorded by electronic sound recording;
transcript provided by transcription service.

PG&E Corporation and Pacific Gas and Electric Company
SAN FRANCISCO, CALIFORNIA, WEDNESDAY, SEPTEMBER 29, 2021,

10:05 AM

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(Call to order of the Court.)

THE CLERK: Court is now in session, the Honorable
Dennis Montali presiding. Calling the matter of PG&E
Corporation.

Judge Montali, can you hear me?

Mr. Rupp, can you hear me?

MR. RUPP: Yes, I can hear you.

THE CLERK: Thank you. His Honor may be having some
trouble.

Judge Montali, can you hear me? It appears Judge
Montali has dropped off. I'll stop recording now.

(Whereupon a recess was taken)

THE COURT: -- fine until the clerk called my case.

So I see that Mr. Weidman is on the call and Mr.
Finley. I'll come to both of you in one moment

Is Ms. Lorraine Gonzales (sic) on the call? Anyone on
the call on behalf of Lorraine Gonzales?

All right. Mr. Rupp, are you appearing for PG&E
today?

MR. RUPP: Good morning, Your Honor. Thomas Rupp of
Keller Benvenutti Kim on behalf of the reorganized debtors.

THE COURT: Okay. Have you heard from Mr. Gonzales at

PG&E Corporation and Pacific Gas and Electric Company

1 all before today's hearing?

2 MR. RUPP: Yes. Last week I spoke with her by phone
3 briefly. She had emailed the response that we attached as an
4 exhibit to our reply brief. I advised her to try to file her
5 response on the docket herself. She did not do so.

6 On Monday I sent her an email with the dial-in
7 instructions for the hearing. And about 1 o'clock this morning
8 she emailed me asking -- I believe asking for the dial-in
9 instructions to be sent to her, which I did around, I think,
10 7:30 this morning. And I have not heard from her since.

11 THE COURT: All right. One more time. Has Ms.
12 Lorraine Gonzales or anyone on her behalf logged in on the
13 phone call? All right.

14 Mr. Rupp, I will pass for the moment on Ms. Gonzales.
15 I'll hear the other matters. And before we conclude, I'll
16 give -- wait to see if Mr. Gonzales has checked in.

17 Now we have Mr. Weidman and Mr. Finley. They are
18 separate claims. Mr. Rupp, do you have any preference on which
19 one we take up first?

20 MR. RUPP: Your Honor, we had indicated we would take
21 Mr. Finley's claim first.

22 THE COURT: All right. Okay. Mr. Finley, are you on
23 the call?

24 MR. FINLEY: Yes, I am.

25 THE COURT: Okay. Well, just -- Mr. Finley, good

PG&E Corporation and Pacific Gas and Electric Company
1 morning. Just please state your name and -- for the record,
2 and then I'll tell you what we're going to do here.

3 MR. FINLEY: I'm Robert Finley.

4 THE COURT: Okay, thank you, Mr. Finley.

5 So the company has filed an objection to your claim,
6 and you filed a brief response. I'm going to give you ten
7 minutes to make whatever argument you wish to make, and then
8 I'll give PG&E's lawyers an opportunity to respond. So if you
9 understand -- I think you've seen the opposition that PG&E has
10 filed. And this is your opportunity to explain why I shouldn't
11 accept PG&E's explanation and act accordingly. So I'll let you
12 speak.

13 MR. FINLEY: Okay. I would like to deal with the
14 letter from PG&E to me first. This is a letter they -- that --
15 they contacted me in August '91 and asked for an easement. Mr.
16 Cooper came out. We drove over the property. And he -- we
17 agreed on I would give them an easement and they would run
18 power to future irrigation well or water district well.

19 I did not know they were not -- that PG&E wasn't going
20 to honor this 1991 contract until three years ago when I called
21 for power.

22 THE COURT: Well, let me stop you for a minute, Mr.
23 Finley. Hold on one second. Did you do the negotiating or
24 someone -- or your parents?

25 MR. FINLEY: I did it. I did it.

PG&E Corporation and Pacific Gas and Electric Company

1 THE COURT: You personally were involved --

2 MR. FINLEY: Personally myself.

3 THE COURT: -- in 1991. All right.

4 MR. FINLEY: Yes.

5 THE COURT: Okay. Thank you.

6 MR. FINLEY: It was me. And it's still confusing
7 because I truly -- I do not have the signed copy that we both
8 signed. It went to my parents. I don't know where it went
9 from '91. I'm lucky to have the copies I have. Anyway, we
10 agreed on this. That was in August. In September the easement
11 was signed, the next month.

12 The paragraph -- the second-to-the-last paragraph in
13 the easement states no well -- you can't operate any well
14 within five feet of the center line of the easement. I have
15 other reasons for PG&E, and none of those mention any
16 irrigation wells. So this had to be put in specifically for
17 that.

18 As to -- as to modifying the letter, I did not modify
19 the letter in any way. It was stamped that the original copy
20 signed by Wayne Cooper. There are some numbers written in --
21 written on the bottom of the copy that they have there, which
22 are the last four numbers of my Social Security number and my
23 date of birth. I don't know how they got on there. The
24 original copy I have does not have those on there.

25 THE COURT: Okay. I'm looking at -- hold on, Mr.

PG&E Corporation and Pacific Gas and Electric Company

1 Finley. I'm looking at the document. I want to just see what
2 you're referring to. Oh, the date of birth down where your
3 name is. I mean, oh, I can see, May --

4 MR. FINLEY: Yes, sir. That's the last four numbers
5 of my Social Security number and --

6 THE COURT: Okay. The Social plus the year of your
7 birth. All right. All right.

8 MR. FINLEY: Yes, sir. Okay. Now, I don't know how
9 this got on there. Maybe I wrote them on something and then
10 they transferred through. I have no idea. Three years ago
11 when I called to get -- to get this power, I was told, no,
12 we're not going to honor this. I said, well, I don't get that.
13 And they said, well, we're not going to honor it. And the guy
14 that you made the deal was dead, so he can't testify for you.

15 THE COURT: And who was that?

16 MR. FINLEY: Anyway, I -- then --

17 THE COURT: Who did you --

18 MR. FINLEY: That was Wayne --

19 THE COURT: -- make the deal -- who did you make the
20 deal with? Who did you negotiate with in --

21 MR. FINLEY: Wayne Cooper.

22 THE COURT: Okay.

23 MR. FINLEY: The gentleman who signed a letter to --
24 he -- we drove around together. He negotiated that with me.
25 And he sent me this. I know we signed and sent back. I don't

PG&E Corporation and Pacific Gas and Electric Company

1 know where the originals -- I mean, the signed copies are.

2 When I put in the claim, I called back and asked PG&E
3 for an estimate of the money. They would not give that to me.
4 So I put in it for 100,000-plus because I had no idea what it
5 was.

6 My argument is, first of all, they put in the thing
7 for a water well in the easement. The second one is they -- I
8 wouldn't give an easement over -- through the river, over all
9 my property underground for no money. So I did not receive
10 anything. What I was supposed to receive was power to the back
11 of my ranch.

12 Now, there's allegations that I ran the power for --
13 because there's a there's a cannabis permit on the same -- on
14 that same forty-acre piece. And it only takes up five acres of
15 it. And they put -- they had to put solar in to run the
16 security system. And there's an allegation that we put solar
17 in to run the whole thing. The solar would not run the well.
18 The well was not dug at the time that the minor-use permit was
19 requested. So there's other -- there's another well referred
20 to in there that has nothing to do with this irrigation well.

21 The -- we're in -- we're in the process of building
22 five new greenhouses to grow in. Plus we have twenty-five
23 acres to farm of other products. We're going to farm some hay
24 probably. So that's the future irrigation. We are doing
25 future irrigation. We did not know when we would need the

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1 power or the cost of it.

2 I also -- let me see. I also have -- I was not filing
3 the claims form -- excuse me, Your Honor. I'm just struggling
4 in here because I don't know what's going on. The deal was --
5 the deal was made. I don't know why PG&E doesn't have a copy
6 of it. All we have is this letter which says exactly what
7 the -- what the deal was. The letter has not been changed in
8 any way. And it's just all I have from '91. The other
9 allegation --

10 THE COURT: Okay. You also filed -- you also filed --
11 excuse me, Mr. Finley. You filed a one-page cover letter and
12 then several pages of invoices and expenses. Have those been
13 incurred or those estimated expenses?

14 MR. FINLEY: No, sir. They have been incurred. And
15 PG&E they couldn't find that. They put a meter on that line.
16 So PG&E has a meter on the line that those costs are incurred.

17 THE COURT: And that's not --

18 MR. FINLEY: (Indiscernible) --

19 THE COURT: That's not mentioned in your papers, is
20 it?

21 MR. FINLEY: I didn't know that until two days ago. I
22 called and I went out there and looked. And there's a meter on
23 the pole.

24 THE COURT: Okay. So what do they do with the meter?
25 They run -- and help me understand, what does that mean to?

PG&E Corporation and Pacific Gas and Electric Company

1 MR. FINLEY: The meter runs --

2 THE COURT: What does it mean?

3 MR. FINLEY: The meter -- it runs to the irrigation
4 well. And the --

5 THE COURT: Yes.

6 MR. FINLEY: The deal I made with the guys lease the
7 cannabis field was they would drill a well, they would -- they
8 would pay for the power since PG&E was not going to pay for it.
9 So they did that. I did not know that they had the meter put
10 on. I called and asked did you have a meter put on there, and
11 they said, yeah, they put it on right after we did it. And --

12 THE COURT: But what is your -- what's your
13 relationship with the cannabis growers? Are they tenants of
14 yours?

15 MR. FINLEY: Yes. They're -- yes.

16 AUTOMATED VOICE: There are twenty participants on the
17 call, including you. You are joining your conference as a
18 participant. For a menu of available commands, press *#. This
19 conference is being recorded only the main conference is
20 recorded.

21 UNIDENTIFIED SPEAKER: Your Honor --

22 THE COURT: I don't know what that --

23 (Audio issues)

24 THE COURT: Terminate the call.

25 (Whereupon a recess was taken)

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(Audio begins mid-sentence)

THE COURT: -- who are running the cannabis operation, they paid for the power, the line. And have you -- do they pay all the expenses that are a part of your letter, your --

MR. FINLEY: Yes, sir.

THE COURT: -- attachments to your letter?

MR. FINLEY: They --

THE COURT: Well, then --

MR. FINLEY: They paid all of that.

THE COURT: Well, then how do I measure if you're entitled to anything? What are you entitled to if they paid for it?

MR. FINLEY: They're entitled to it.

THE COURT: But they haven't --

MR. FINLEY: Of course, if they were --

THE COURT: They haven't asserted a claim though. Have they -- have they asserted a claim against you?

MR. FINLEY: They asserted it -- they asserted it to me.

THE COURT: Well, how do I know that?

MR. FINLEY: They were supposed to --

THE COURT: I mean, you talking about --

MR. FINLEY: They were supposed to drill a well; I was supposed to furnish the power. Since I couldn't furnish the power, they furnished it. So they're saying here's my bill.

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1 THE COURT: Okay. You don't have that in the
2 documents that you filed, right?

3 MR. FINLEY: No, sir. I don't have that that
4 statement. No, sir.

5 THE COURT: Okay. And what's the total of their
6 claim, round numbers?

7 MR. FINLEY: 55,300.

8 THE COURT: And is it your view that that's what
9 you're entitled to?

10 MR. FINLEY: Yes, sir.

11 THE COURT: Okay. Mr. Rupp, why don't you tell me
12 what your response here is?

13 MR. RUPP: Good morning, Your Honor.

14 I just want to start with saying that that a lot of
15 new information that Mr. Finley provided, which I'm grateful to
16 learn it. However, our reply was prepared off of a one-page
17 response to the claim objection. But I'll go forward. Just
18 looking --

19 THE COURT: Well, let me let me interrupt you, Mr.
20 Rupp. What I'm inclined to do is to instruct Mr. Finley to
21 file a declaration and some documentation and further
22 explanation, because much of what he said is what he said. And
23 I don't imagine he's making it up, but it is not well
24 substantiated. So I'm amenable to just putting this over and
25 not requiring the company, PG&E, to do anything at this point,

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1 just to let Mr. Finley fill in the blanks here.

2 But if you want to say something or want to persuade
3 me to do otherwise, let me know. But otherwise, I'll just take
4 that approach.

5 MR. RUPP: Your Honor, I'm inclined to accept that
6 that approach. We would just like to see what Mr. Finley has
7 to say on the record so we can talk it over with our clients
8 and respond in kind or perhaps reach out and try to reach a
9 consensual agreement. But putting that information on the
10 record, I think, would be helpful so we can take some time to
11 review it and respond appropriately.

12 THE COURT: So, Mr. Finley, that's what I'm going to
13 do. And I'll give you some instructions here.

14 I assume you're not a lawyer and you don't have a
15 lawyer helping you, and I'm not going to hold that against you,
16 but you've got to fill in a few missing pieces here. And so we
17 start with -- the documentation that I've looked at shows that
18 the grant of easement, of course, was executed, I gather, by
19 your parents. But there's no affirmative statement by you of
20 what your role is.

21 And so what I need you to do is to write down in --
22 I'm going to tell you to prepare a declaration that, again,
23 that's a document under penalty of perjury that says here are
24 the facts. And the facts that you need to show me are your --
25 what you were doing back there in 1991 or '2 when you were

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1 dealing with the gentleman who has since passed away. And
2 again, I'm not asking you to write a novel. I'm asking you to
3 say on about such-and-such a day you met with him, and he --
4 and you discuss the details and that -- and that's one fact.

5 And then the next fact is the details of how you came
6 to get this letter and why you think it was signed. I'll
7 accept that you don't have a copy. And PG&E says that it
8 doesn't have a copy. But I need an explanation from you as to
9 those facts.

10 And then moving up to the more present time, you
11 establish the contractual relationship with the tenant that has
12 done the work, what the tenant's done, what's been installed,
13 and what you believe that you're entitled to because it's what
14 they believe they're entitled to. You follow me?

15 MR. FINLEY: Yes, sir.

16 THE COURT: This doesn't have to be like you're on the
17 Supreme Court. It needs to be your statement of the facts and
18 with the note that you're stating the facts under penalty of
19 perjury. Again, I'm not trying to put you on the defensive or
20 suggest that I don't believe you. I'm saying you have to say
21 what's true and known to you and what -- why you know it to be
22 so. And you tell me when you think you can do that. And I
23 will give you a deadline for that.

24 And Mr. Rupp or someone from the company may be in
25 touch with you directly. They may propose something to you

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1 privately that might be acceptable. They may differ with you
2 and ask me to rule in their favor. And all I'm doing this
3 morning is I'm not going to rule in anyone's favor. I'm just
4 going to gather more information.

5 So what's a reasonable time period for you to do that?

6 MR. FINLEY: Two weeks.

7 THE COURT: Great, okay.

8 MR. FINLEY: I could actually do it quicker.

9 THE COURT: Well --

10 MR. FINLEY: I'll just try and do it quicker than that
11 but --

12 THE COURT: No. Take your time. No one's -- you're
13 not in a rush. If you win this case and you get some money,
14 it's worth the time. If you lose it, I don't want you to lose
15 it because you didn't have time to do your best shot. I know
16 you probably don't want to go hire a lawyer, but if you want to
17 engage a lawyer to help you, that might be helpful. But we'll
18 put it -- I'm just going to -- put it this way. I'm going to
19 give you a little more than two weeks. I'm going to say
20 October 18th is -- I'll get something from you.

21 Now, you know you file it with the Court, as you've
22 done other things, and mail a copy -- well, just filed with the
23 Court. You don't have to make a copy to anybody. When it goes
24 on the Court docket, Mr. Rupp and his colleagues will get it
25 and I will get it. And I will take this matter off our

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1 calendar.

2 And Mr. Rupp is quite familiar with our procedures.
3 If the company accepts and they work something out, we don't --
4 you and I don't have to have any further discussion. If the
5 company continues to oppose your claim, then Mr. Rupp, his
6 obligation to -- will be to file a response and to set this
7 matter on one of the regular PG&E calendars. Okay? You follow
8 me?

9 MR. FINLEY: Thank you, Your Honor. Yes, sir.

10 THE COURT: Yeah. And Mr. Finley, I'll make you
11 another suggestion, too. If someone -- whether it's Mr. Rupp
12 or someone else, it doesn't matter -- if someone reaches out to
13 you directly and offers up some sort of a compromise, think
14 about -- think about whether that would be in your best
15 interest also. I'm not trying to -- again, I'm not trying to
16 pressure you. I'm not making this decision one way or the
17 other on whether you should win or lose. But if somebody wants
18 to try to negotiate a reasonable compromise, that might be in
19 your best interest also.

20 MR. FINLEY: Yes, sir.

21 THE COURT: Okay.

22 MR. FINLEY: Believe me, I know that.

23 THE COURT: Okay. Thank you for your time, Mr.
24 Finley. You don't need to stay on the call. You're welcome
25 to. It's a public hearing. But you might want to get on with

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1 your business. And --

2 THE CLERK: Excuse me, Your Honor. This is Ms.
3 Parada.

4 THE COURT: Yes.

5 MR. FINLEY: Thank you, Your Honor.

6 THE CLERK: Did you say the deadline is October 18th?

7 THE COURT: Mr. Finley is going to file his response
8 by October 18th. He has -- he said two weeks.

9 THE CLERK: Thank you.

10 THE COURT: And I gave him a little more than that.
11 That's all.

12 Okay, good luck, Mr. Finley. Thank you for your time.

13 MR. FINLEY: Thank you. Thank you, Your Honor.

14 MS. GONSALVES: Excuse me, Your Honor. Just to let
15 you know I'm present. I'm trying to continually log on. I'm
16 having serious cyberattacks.

17 THE COURT: And who are you speaking, please?

18 MS. GONSALVES: I am Lorraine Gonsalves.

19 THE COURT: Okay.

20 MS. GONSALVES: And I've been reaching out with Mr.
21 Rupp. He's been very kind in that manner and helping me get
22 there.

23 THE COURT: Well, okay.

24 MS. GONSALVES: Just to let you know --

25 THE COURT: Hold on.

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1 MS. GONSALVES: -- I'm present.

2 THE COURT: Ms. Gonzales, can you hear me now?

3 MS. GONSALVES: It's Ms. Gonsalves. Yes, I can hear
4 you, sir.

5 THE COURT: Okay. Well, I'm just having to take up
6 your matter now.

7 MS. GONSALVES: Okay.

8 THE COURT: So I had a -- okay. And I'm going to give
9 you a few minutes to answer my questions and to tell me why you
10 believe you have a valid claim.

11 I must tell you, I found your claim very confusing. I
12 don't know what the nature of your claim is, so you need to
13 explain to me what it is that makes you think you're entitled
14 to be paid under this proof of claim. And I'm aware that you
15 filed two proofs of claim that appear to be duplicative. So
16 I'm going to assume that there's one claim that is for, in
17 round numbers, 5,148,000 dollars. And you made the claim --

18 MS. GONSALVES: That's correct.

19 THE COURT: You -- okay. You need to explain to me
20 why --

21 MS. GONSALVES: They said it was an amendment. That's
22 how they expressed it to me. I was being guided by the Prime
23 Clerk at that time and not knowing about Mr. Rupp or the
24 lawyers and how to actually do this. I'm not a lawyer, of
25 course. And so, you know, that per se, that could said.

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1 THE COURT: Well, I -- Ms. Gonzales, it's not an
2 issue. We're on the same page. So there is one claim, not
3 two. But the company has still taken issue with your
4 entitlement. So you need to explain to me why you are entitled
5 to be paid anything on this claim.

6 MS. GONSALVES: I understand, sir. And I have
7 continually been trying to reach out as far as I submitted
8 documents and keeping up responses with Prime Clark
9 specifically -- because, like I said, I was not necessarily
10 aware to be addressing those lawyers. And so at the time, I
11 picked up the request form.

12 Now, mind you, I am a high-end degree digital era kind
13 of gal. I have a high-end degree meaning it's digital. And I
14 went to school for something very specific and then learned
15 something very, very specific in my trade. And so what I have
16 to offer is a great deal of creativity and innovation.

17 So when I actually sustained a business and got it up
18 and running at that time, I was being displaced at the same
19 time. And I ended up in a residence that I shouldn't have been
20 in that residence of, from what I understand now -- of now,
21 period, when I moved away right away. I end up moving in
22 there. And it caused -- it just caused a lot of grief in
23 dealing with all the situation. I lost a lot of friends,
24 networks, a lot of situation. My whole entire life changed
25 from it. And I've been being bombarded --

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1 THE COURT: Why is PG&E -- why is PG&E liable for any
2 of these problems?

3 MS. GONSALVES: Well, I have -- went to work -- I
4 worked all the time. I've never stopped working. Even when
5 you're disabled -- I've never stopped working. This is what
6 I'm trying -- I'm an innovator. I have product right now
7 waiting to be on the market that's worth value that's becoming
8 so misconstrued in dealing with this whole PG&E process because
9 they're not taking care of the right proper things when it
10 comes to the business.

11 So when I'm actually approaching the Secretary of
12 State and looking at the things that I need to pick up, I'm
13 following along on all the problems that are congested there.
14 I have a high-end degree and understanding the probabilities,
15 the mathematics for it. So I understand what is going on and
16 how PG&E was developed and how our economics is set up right
17 now.

18 So my degree is being scrutinized. It has to do with
19 where I'm at and who I am and what I know and how I came to be.
20 So I have I had a business. I had to shut it down because of
21 all the scrutiny. I -- I'm -- in dealing with identity theft,
22 fraud, dealing with it, I've been identifying huge markers of
23 things. I just got off the phone with the Sacramento Police
24 Department that I have to finish up when I'm pretty much done
25 with dealing with this conference call.

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1 I have multiple law enforcement reports, both in
2 Sacramento Police Department and sheriff's department. In
3 fact, I want to be transferred over to a different district
4 because this is not my district.

5 THE COURT: Okay. Ms. Gonzales --

6 MS. GONSALVES: I am --

7 THE COURT: Ms. Gonzales, wait. Slow down for a
8 minute.

9 MS. GONSALVES: I was invited --

10 THE COURT: Slow down. I --

11 MS. GONSALVES: -- my proof of claim, sir.

12 THE COURT: Ma'am, you'll have to wait a minute. I
13 want to hear from Mr. Rupp now, so just let him speak up.

14 Mr. Rupp, do you wish to respond?

15 MR. RUPP: Yes, Your Honor. For the record, Tom
16 Keller Benvenutti Kim for the reorganized debtors.

17 Essentially we the company, in reviewing Ms.
18 Gonsalves's -- the proof of claim she filed, the information
19 request which was attached to our reply brief, and reply that
20 she submitted to the omnibus objections which we also attached,
21 we just -- on reviewing this, we just don't see any basis for
22 recovery against PG&E. We don't see a basis for liability.
23 And we think the claim should be disallowed for that reason.

24 MS. GONSALVES: May I interject, please?

25 THE COURT: No.

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1 MS. GONSALVES: Please?

2 THE COURT: You don't need to, Ms. Gonzales. What I'm
3 going to -- this is the judge again. What I'm going to tell
4 you is that I'm going to reflect on your comments and what
5 you've submitted and what Mr. Rupp has submitted. And I'll
6 issue a written decision.

7 MS. GONSALVES: I wasn't able to submit anything
8 because of all the cyberattacks. I've been dealing with
9 multiple cyberattacks. I have two teams that are helping me
10 right now keep my computer running smoothly as best as they
11 can. And that's where I'm at. So even the file that I
12 uploaded this morning, which was at 4:47, is now corrupted.
13 And I have to use the backlog file in order to sustain that
14 one.

15 THE COURT: Where did you upload a file this morning?

16 MS. GONSALVES: This morning, the Help Desk responded
17 and thanked me. And I took a picture of it. I've been taking
18 pictures of everything practically.

19 THE COURT: I just want to know where it is. Is it on
20 the PG&E docket now? Was it uploaded this morning?

21 MS. GONSALVES: It's uploaded to CANB. Bankruptcy
22 court.

23 THE COURT: Okay, yes, that's the court.

24 MS. GONSALVES: Yes.

25 THE COURT: That's the court. All right.

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1 MS. GONSALVES: It's uploaded there, sir.

2 THE COURT: Okay. So what I'm going to tell you is
3 that I will review what you've uploaded. And I will --

4 MS. GONSALVES: Thank you.

5 THE COURT: -- take your written submission and your
6 comments and Mr. Rupp's comments under consideration. And in
7 due course, I can't tell you exactly when, but sometime soon
8 you'll get a written decision from the Court.

9 MS. GONSALVES: Yes. It's been very trying to get
10 those documents in because of all of this. I've lost a lot of
11 equipment. I've lost a lot of money. I've lost everything.
12 Everything is a loss pretty much to the point where I got here.

13 THE COURT: I understand that, Ms. Gonzales. I
14 understand that. And I will review -- I will review what you
15 have submitted today. And I will review what you've already
16 filed and take into account your comments. And I will issue a
17 written decision shortly. So thank you for your time.

18 MS. GONSALVES: And right now, just to let you know,
19 that file is now corrupt. It has been reduced visually. I
20 can't see what the documents are except for the first page.

21 And in addition to that, I had multiple copies I make
22 because you have to do that when you're dealing with digital
23 stuff on the computer. So I made multiple copies of it. And
24 the other -- even the other second copy that was situated with
25 it nearer -- inside the folder was corrupted the same way. So

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1 I had to even go with the back folder in that one which gives
2 me the profile of which I was originally trying to set up with.

3 So that's where I'm at. And it reduced my filing.
4 And so when you look at the properties, it's misconfigured
5 even. So I'm only --

6 THE COURT: Okay.

7 MS. GONSALVES: -- looking at one page that's telling
8 me that it's worth so-and-so many megabytes right now or
9 kilobytes or something.

10 THE COURT: All right. You're repeating yourself. If
11 you have if you believe there's anything else that should be
12 considered, you should consider printing out hard copies and
13 sending it by mail to the Court.

14 MS. GONSALVES: I will.

15 THE COURT: If you --

16 MS. GONSALVES: I'll follow up.

17 THE COURT: Okay.

18 MS. GONSALVES: No problem. No problem.

19 MR. FINLEY: Absolutely.

20 THE COURT: All right. The matter is submitted.

21 Thank you for your time. You don't need to stay on the call
22 any longer.

23 MS. GONSALVES: Okay, will do. I appreciate you
24 listening. And I will follow up on that measure. Thank you so
25 much, sir.

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1 THE COURT: Thank you, ma'am. All right.

2 We'll now go to Mr. Weidman's claims. Mr. Weidman,
3 I'm sorry for the delay. Are you still with us?

4 MR. WEIDMAN: Yes, sir. I'm still with you. I'm
5 assuming --

6 THE COURT: All right.

7 MR. WEIDMAN: -- my consultant is with us as well.

8 THE COURT: Well, if you have a consultant -- this is
9 a time for argument. I don't mind someone who works with you
10 or your consult on listening, but you need to --

11 MR. WEIDMAN: That's fine.

12 THE COURT: -- make an argument. Unless you have a
13 lawyer -- and you're consultant is not a lawyer, right?

14 MR. WEIDMAN: No.

15 THE COURT: Okay. All right. So, Mr. Weidman, I want
16 you to know that I understand the history and all the problems
17 you've been through, and you don't need to go into that. The
18 issue that you need to tell me is why I should disregard PG&E's
19 defense that whatever claim you have is barred by the statute
20 of limitations.

21 And before you answer, I will tell you that I have
22 read the decision of the Worker's Comp Appeals Board. And I
23 know what your argument is, but you need to tell me why PG&E's
24 response should be disregarded and why I should consider your
25 claim as timely, which means not barred by the statute of

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1 limitations.

2 So this has nothing to do with the injuries you've
3 suffered or what your prior employer did or what -- all of
4 that. It has to do with whether whatever happened to you
5 happened so far in the past that it's no longer possible to
6 assert a claim against PG&E, leaving aside whether you can
7 assert your claim against Bechtel or anyone else.

8 So with that understanding, you need to go ahead and
9 make your whatever argument. I'll give you ten or fifteen
10 minutes, Mr. Weidman.

11 MR. WEIDMAN: I'm to understand -- when I first found
12 out that I had radiation illness was to a biopsy done by the
13 Armed Forces Institute of Pathology. And I was told I was not
14 able to file a claim unless I can prove it.

15 And also, you know, I also worked in California. And
16 I was told to come out there. And I also got contaminated out
17 there as well while working underneath the reactor, making a
18 bracket. And they never recorded it. Again, their
19 recordkeeping is atrocious, has been with them. They -- but
20 the thing of it is, until I was able to find a lawyer to
21 represent me which took seven, eight months, on a claim, I was
22 never able to file a claim. Okay? And then it got -- finally
23 got filed in April of 2001. And it was all from the Armed
24 Forces Institute of Pathology that this claim was accepted.

25 And also, it took twelve years for PG&E to turn over

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1 records that we had been asking for -- or I had been asking
2 for. And they still denied they had this information. And
3 even when I received the 300 some pages from them, they still
4 say, I was not on the record, okay? And basically the statute
5 of limitations finds -- is so (indiscernible) from that
6 decision from the court that, you know, once I was confirmed by
7 medicals, then you could do it.

8 It was explained to me in a simple manner that you --
9 a doctor can assume you have (audio interference). But you
10 don't know you have asbestosis until they get a biopsy from
11 you. They cannot confirm that you have asbestosis. And this
12 is the same with me. Until I that confirmation in June of 2000
13 and then I filed my claim in April 2001, finally able to file
14 it, then that's how I finally knew that I had radiation
15 illness. And --

16 THE COURT: All right. Mr. Weidman, who was the
17 claim, asserted against them?

18 MR. WEIDMAN: It was -- the lawyer asserted against --
19 Bechtel was out there and Foley at the time. And both of them
20 have been in bankruptcy. It's hard to say.

21 THE COURT: I understand. But the action that was
22 dealt with by the workers comp board names Bechtel as a
23 defendant, does not name PG&E. PG&E was not named as a
24 defendant in 2001; is that correct?

25 MR. WEIDMAN: Not to my knowledge. But I had --

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1 THE COURT: Okay.

2 MR. WEIDMAN: I had written to them and asked for
3 information that they denied I had.

4 THE COURT: Okay, I understand.

5 MR. WEIDMAN: Okay.

6 THE COURT: I understand. But the point is, you
7 didn't file a claim against them back in 2001 and not since
8 then until this current bankruptcy; is that right?

9 MR. WEIDMAN: Well, yeah, because, you know, it's all
10 over the insurance issues. It's what it's been dealing -- is
11 what's going on. Radiation like this ultimately because the
12 party -- is because I've I got my damage at Diablo Canyon.

13 THE COURT: No, I understand, sir. Did you -- have
14 you since recovered anything from Bechtel?

15 MR. WEIDMAN: No, I'm not recovering anything. I've
16 been fighting this case for twenty-one years.

17 THE COURT: Or how about from Bechtel's insurance
18 company?

19 MR. WEIDMAN: They went -- bankruptcy. And they're
20 battling me now.

21 THE COURT: Okay.

22 MR. WEIDMAN: But insurance companies, there's two
23 federal insurance companies that do they -- all these
24 powerhouses contribute to on -- because of the Price-Anderson
25 Act, okay? I'm aware of that well. And I don't understand why

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1 nobody has ever filed anything for me except battle -- what's
2 going on in a Bankruptcy Court. I mean this has been going on
3 forever. They're hoping I die.

4 THE COURT: Yes, I understand that. I understand
5 that. Well, I acknowledge that you've suffered a lot.

6 But the point is, I go back to my opening comment,
7 PG&E's defense here today is that you did not file a suit
8 against it ever. And finally, in this bankruptcy, you filed
9 the proof of claim that you filed, and that's your claim,
10 number 10281. And that's what we're here discussing.

11 So I'll give you any further time to respond, if you
12 wish, to that argument. Do you want to add anything more?
13 Because I will review what you had to say and I'll review your
14 filings and make a ruling.

15 MR. WEIDMAN: And I've been told -- okay. Right, I
16 agree with you.

17 I've been told that I cannot file claim -- you know,
18 I've asked about the civil damage. I've asked about other
19 things. And every lawyer I've had -- because trust me, I've
20 had a lot of bad lawyers. And not too many lawyers understand
21 radiation damage and illness.

22 So the bottom line of it is, I don't understand why
23 even the lawyers are -- they're handling for Sega and et
24 cetera, why they haven't filed the claims civilly against PG&E
25 or anybody else because they have to pay into these other

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1 insurance companies. And I don't understand that.

2 I'm a layman, as you well know. Okay? So I -- you
3 know, I've done everything in my power. I filed everything in
4 my power that I've been told to file. And it doesn't make
5 sense to me why things are not being done.

6 And plus, a Silkwood case, my case is so similar it's
7 pathetic. She was grinding and polishing; I'm welding and
8 grinding. As a matter of fact, believe it or not, she was
9 actually using -- making up the palettes for the fuel rods that
10 went in Diablo Canyon.

11 THE COURT: Okay.

12 MR. WEIDMAN: Okay. I know her history very well.
13 And, you know, so I don't understand why nobody is following
14 the Price-Anderson Act in this case. That's what really
15 bothers me. You know, everybody just blows it off like it
16 means nothing. But the Price-Anderson Act was created for
17 situations like I'm in, but nobody wants to deal with it. And
18 I don't --

19 THE COURT: I understand, Mr. Weidman. Okay. I
20 understand your point.

21 MR. WEIDMAN: You know, and I don't know what to do,
22 you know. And then I find out about this. And that's why I
23 filed my claim with the Bankruptcy Court, because they filed
24 bankruptcy to preserve my rights.

25 THE COURT: Well, PG&E filed bankruptcy in January of

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1 2019. And that's why I'm presiding over the case. And you did
2 file your proof of claim. And they filed its opposition based
3 upon the statute of limitations, which is what we're talking
4 about. I appreciate your explanation, Mr. Weidman. I'm going
5 to let Mr. Rupp add any argument he wants. And I will consider
6 what you filed. And I will -- after Mr. Rupp makes his
7 statements, I will take the matter under advisement and issue a
8 written decision here in the -- fairly soon.

9 MR. WEIDMAN: And I -- not interrupt you, but can I
10 speak after he speaks?

11 THE COURT: Yes, yes. I'll give you an opportunity to
12 speak after Mr. Rupp speaks again.

13 So Mr. Rupp?

14 MR. RUPP: Good morning, Your Honor. For the record,
15 Thomas Rupp of Keller Benvenutti Kim for the reorganized
16 debtors.

17 We don't have anything -- too much to add to Mr.
18 Weidman's comments. We have our reply brief. And essentially
19 what this comes down to is, under the Price-Anderson Act, the
20 state law rules of decision in quotes, including statutes of
21 limitations applied to public liability actions such as the
22 claim that Mr. Weidman would have against PG&E and under
23 applicable California law, the statute of limitations has run.

24 Mr. Weidman's action against his employer, Bechtel, in
25 the workers compensation forum does not toll the statute of

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1 limitations as to PG&E, which was not a party to that action
2 and was never sued by Mr. Weidman.

3 And only when Mr. Weidman filed his claim with PG&E in
4 its bankruptcy was that connection made to his asserted -- his
5 assertion that the PG&E's liability for his injury.

6 And just one more case to add to the brief, in
7 addition to cases such as Corcoran and (indiscernible) which
8 apply state law statute of limitations in Price-Anderson
9 actions. There's also Pinares, P-I-N-A-R-E-S, v. United
10 Technologies Corporation. 973 F.3d 1254 (11th Cir. 2020),
11 applying the --

12 THE COURT: Give me the -- okay. I'm sorry. 973
13 F.3d -- what's the page?

14 MR. RUPP: 1254.

15 THE COURT: And you said it's Eleventh Circuit?

16 MR. RUPP: Yes, Your Honor.

17 THE COURT: Okay. All right. Noted.

18 Okay, thank you, Rupp.

19 Mr. Weidman, any further comments?

20 MR. WEIDMAN: Well, I've been told by the judges and
21 these decisions that -- until my claim civilly is -- if I can
22 file it, doesn't -- I cannot do it until the causation is
23 finished and completed by the reconsideration unit. And they
24 keep -- the attorneys keep playing around and doing what
25 they're doing. And this is what's going on.

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1 So this is what I've been told by the attorneys, the
2 judges. And I -- you know, and I won the appeal. And the
3 statute of limitation, I've been told -- this claim is back in
4 the year 2001 when this claim was originally filed. That's
5 what I've been told.

6 THE COURT: Mr. Weidman --

7 MR. WEIDMAN: Also --

8 THE COURT: Mr. Weidman, I told you at the outset, I
9 did read the decision of the court or the administrative
10 court --

11 MR. WEIDMAN: Right.

12 THE COURT: -- of the appeals board and that you are
13 correct. But that it runs against Bechtel and Fremont. It
14 does not mention PG&E. So my point -- and the point that Mr.
15 Rupp is arguing and I'm giving you an opportunity to respond to
16 is, although the statute of limitations does not prevent your
17 action against those people, those companies, it does have --
18 that decision of the workers comp board doesn't impact PG&E's
19 defense.

20 And PG&E's response is they were not -- the company
21 was not named as a defendant ever before -- this bankruptcy was
22 not named in the matter before the worker's comp board. And
23 Mr. Rupp makes the argument for his client that therefore the
24 statute of limitations prevents the claim, whether or not PG&E
25 might have been held liable for something that happened to you.

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1 And I have to make the decision on whether that is an
2 argument that should be -- prevail or disregarded. And so I'm
3 giving you a final opportunity if there's anything you wish to
4 add further. And I don't expect you to know the law. I am
5 supposed to apply the law. And I will review everything you've
6 submitted and make a decision. But I'll give you an
7 opportunity to add anything further at this point if you wish.

8 MR. WEIDMAN: I'd like to submit a brief. And I'd
9 like to augment the record because withheld information from me
10 for twelve years and lied about it. So that's fraud in my
11 opinion. I'm not a lawyer. I just --

12 THE COURT: Okay. I understand. No, I'm not going to
13 take another brief at this point. It's a pure legal question.
14 In other words, if you believe it was fraud, that's
15 unfortunate, and I'm sorry you -- I'm sorry that happened. But
16 the issue was a pure legal argument.

17 So I'm going to -- Mr. Weidman, I'm going to -- thank
18 you for your time. I'm going to take the matter under
19 advisement which means I'm not going to make a ruling today.
20 I'm going to issue a written decision that will be sent to you
21 in the fairly near future.

22 MR. WEIDMAN: Right.

23 THE COURT: And so for --

24 MR. WEIDMAN: What you're saying is I -- you're going
25 to disallow me to augment the record and file a brief or

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1 whatever?

2 THE COURT: It's not it's not necessary, Mr. Weidman.
3 My job is to apply the law. And the law that you are arguing
4 is -- you've argued your case. I have to decide whether PG&E
5 should be included in the outcome of the worker's comp board or
6 excluded based upon the controlling law that I've heard cited.

7 So what I'm saying is not that I don't care about your
8 view; it's that I don't need another legal argument on this
9 point. So with that, I'm going to thank -- no, I'm going to
10 conclude the hearing and thank you for your time --

11 MR. WEIDMAN: So --

12 THE COURT: -- and indicate on the record the matter
13 stands submitted for a decision.

14 MR. WEIDMAN: Okay. Well, can I ask you one more
15 question? We will you do this for --

16 THE COURT: Yes.

17 MR. WEIDMAN: -- consideration motion after what the
18 judge decides?

19 THE COURT: I'm sorry, say that again.

20 MR. WEIDMAN: Well, will you do this with
21 reconsideration motion after what the judge decides? I'm in
22 the process --

23 THE COURT: Well, I am -- Mr. Weidman, I am the judge.

24 MR. WEIDMAN: Okay. Well, I guess -- I'm talking
25 about the --

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1 THE COURT: Well, okay. Mr. Weidman, I don't want to
2 act like you -- give you the impression I don't -- I'm not
3 interested. What do you think that additional brief would
4 provide for me? I read your prior brief. I read your
5 opposition. What do you think you can add to this discussion
6 if you -- if I give you an opportunity to do it?

7 MR. WEIDMAN: Well, one simple word. The fraud has
8 been committed in this case, the fraud --

9 THE COURT: But that's -- but Mr. Weidman, that's not
10 for me. In other words, I'm not in a position to deal with any
11 fraud that you think happened. So that's why I'm not going to
12 do it. Unfortunately, the statute of limitations are pretty
13 black and white. If somebody believes something was done
14 wrongly and does not act within deadlines, generally, that's
15 the end of it. Certain exceptions -- and perhaps the nuclear
16 incident type of thing that you described would be that
17 example. But that's not what we're talking about. So that's
18 my point.

19 The issue before me today is not about fraud. So I am
20 not going to have a further briefing when I make my decision.
21 If I -- either side will have an opportunity to ask me to
22 reconsider if there's some basis to do so, but I'm not going to
23 do that now.

24 So I can -- all I can tell you is I will do my best to
25 apply the law here and make a ruling. And one side will accept

1 PG&E Corporation and Pacific Gas and Electric Company
2 and prefer -- will appreciate the ruling, and one side will
3 not. That's the way it is, unfortunately.

4 So, again, as I said before, I'll thank you for your
5 time. I appreciate your participation. And the matter will
6 stand submitted for a decision at this point.

7 And that's the last matter we have on the calendar
8 today. And I'm going to conclude this hearing.

9 MR. WEIDMAN: All right. Thank you, Your Honor.

10 THE COURT: Okay. Thank you. Thank you, everyone.

11 (Whereupon these proceedings were concluded at 10:53 AM)

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C E R T I F I C A T I O N

I, Michael Drake, certify that the foregoing transcript is a true and accurate record of the proceedings.



/s/ MICHAEL DRAKE, CER-513, CET-513

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